

# SPUR TRACK AGREEMENT

Parties.

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1965, between  
GREAT NORTHERN RAILWAY COMPANY, a corporation hereinafter called the "Railroad", and  
ANACONDA ALUMINUM COMPANY, a corporation,  
hereinafter called the "Industry".

Location.

WHEREAS, the Industry desires the construction, maintenance and operation of <sup>crossover</sup> track to be located at  
Conkley, Montana, shown colored red, between the letters  
"A" and "B", on the plan hereto attached and made a  
part hereof, marked "Exhibit A", the Railroad agrees to the construction, maintenance and operation of said track  
on the following terms and conditions:

Right of  
Way.

Section 1. The Industry shall first procure and furnish without expense to the Railroad all necessary right  
of way, including all necessary public authority and permission for the construction, maintenance and operation of  
the track.

Construction,  
Ownership and  
Maintenance.

## Section 2. Crossover

Industry shall perform the following:

1. Shall do all necessary grading.
2. Shall furnish all rail and fastenings.
3. Shall furnish two No. 9 - 80# turnouts.
4. Shall furnish the required crossing ties.
5. Shall remove the asphalt paving.
6. Shall construct the crossing at its own expense.

Railroad shall perform the following:

1. Shall furnish two sets of No. 9 - 80# treated switch ties.
2. Shall construct the crossover track at Industry's expense.
3. Shall maintain said crossover track at the expense of the Industry.

Industry shall own the crossover track.

In the event of separation of the grade of said track and of any highway being ordered by public authority, the Industry will indemnify the Railroad against any expense in connection therewith or consent to the removal of the track.

Section 3. The Industry shall, before any construction is begun, pay to the Railroad the sum of  
\$2518.03, the agreed cost of the work and materials to be furnished by the Railroad at the expense of the Industry.

The Industry shall pay to the Railroad from time to time the cost of the maintenance, additions and betterments, done by the Railroad, herein agreed to be borne by the Industry, within twenty days after bills are rendered therefor.

Should the Industry do any work of construction, maintenance, or of additions and betterments, it shall do such work in substantial and workmanlike manner, and in accordance with the Railroad's standards. If the Industry fails to properly maintain the track or to pay the bills therefor within the prescribed time the Railroad may refuse to operate over it.

Section 4. "Cost" for the purpose of this agreement shall be actual labor costs plus assignable additives for payroll taxes, vacation allowances, and insurance against employers' liability; material and supplies to be charged at current value where used. Rental for equipment shall be on a no-profit basis to the Railroad. Necessary engineering and superintendence shall be provided by the Railroad without cost to the Industry.

Section 5. The Railroad shall have the right to use the track when not to the detriment of the Industry.

Section 6. The Industry shall not place, or permit to be placed, or to remain, any material, structure, pole or other obstruction within 8½ feet laterally of the center or within 23 feet vertically from the top of the rail of said track; provided that if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order.

Section 7. The Industry shall pay all compensation and assessments required at any time by any municipality, public authority, corporation or person, for the privilege of constructing, maintaining and operating said track.

Section 8. The Industry agrees to indemnify and hold harmless the Railroad for loss, damage or injury from any act or omission of the Industry, its employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said track; and if any claim or liability shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

Section 9. The Industry shall not assign this agreement or any interest therein without the written consent of the Railroad, and for any departure in this respect the Railroad may terminate this agreement.

In presence of:

GREAT NORTHERN RAILWAY COMPANY

By \_\_\_\_\_ Vice President.

ANACONDA ALUMINUM COMPANY

By \_\_\_\_\_ Vice President

DATE Aug. 5, 1965  
BY W. J. Kennedy

Definition of Cost.  
Right of Railroad to Use.  
Clearances.  
Public assessments.  
Liability.  
Assignment.

DATE \_\_\_\_\_  
BY \_\_\_\_\_